



2009 APR 30 2:11 PM '05

UNITED STATES PATENT AND TRADEMARK OFFICE

In re U.S. Patent No. 6,959,679

Application No.: 10/678,278

Issued: November 1, 2005

For: Air Intake Device For Internal Combustion Engine

Director of the United States Patent and Trademark Office
Attn: Maintenance Fee
2051 Jamieson Avenue, Suite 300
Alexandria, VA 22314

Received US Bank
MAY 06 2009
Gov't. LBX Operations

Sir:

Supplemental Maintenance Fee Payment

The new owner of U.S. Patent No. 6,959,679 is not entitled to claim Small Entity Status. The status change resulted from an assignment of the patent dated February 27, 2009. A copy of that assignment is attached. On April 27, 2009, the 3.5 year maintenance fee for this patent was electronically paid; but the Small Entity amount (\$490.00) was inadvertently paid. The fee difference of \$490.00 is submitted herewith. In addition, a request for change of status to Large Entity is being filed concurrently herewith.

Dated: April 28, 2009

Respectfully submitted,

05/11/2009 SHARRISO 00000001 6959679

01 FC:1559

490.00 DP

By: John P. Moran
John P. Moran
Registration No.: 30,906
Holland & Knight LLP
2099 Pennsylvania Avenue, N.W. - Suite 100
Washington, DC 20006-6801
(202) 828-1848 - Telephone
(202) 955-5564 - Facsimile

6278490_v1

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS, effective as of February 27, 2009 (this "Assignment"), is made by Advanced Engine Management, Inc., a California corporation ("Assignor"), in favor of Shift Seven, LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor, having an address at 2205 126th Street, Unit A, Hawthorne, California 90250, is the holder of the following Patents (the "Patents"):

<u>Patent Name</u>	<u>Patent Number/ International Class</u>	<u>Date Issued</u>
Intake Tract Negative Pressure Relief Valve of I.C. Engine	6,394,128 B1	May 28, 2002
Air Intake Device for Internal Combustion Engine	6,959,679 B2	November 1, 2005

WHEREAS, Assignor is willing and desires to assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to the Patents and the registration thereof and all associated goodwill.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all right, title, and interest throughout the world in and to the Patents, the registration thereof, the underlying inventions described therein, and any and all patents whether United States or foreign that are or may be granted therefrom, including, without limitation, any provisional patents, utility patents, extensions, continuations, continuations-in-part, divisions, reissues and renewals thereof, or other equivalents thereof (collectively, the "Assigned Patents"), and further, all rights and privileges pertaining to the Assigned Patents, including, without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof.
2. **Further Assignment.** Assignor further assigns to and empowers Assignee, and its successors, assigns and nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications and the Patents, as well as to claim and receive the benefit of the right of priority provided by any international conventions and treaties, including without limitation the International Convention for the Protection of Industrial Property, as amended, or by any convention or treaty or agreement which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.
3. **Authorization of Patent and Trademark Office to Record.** Assignor further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee, and its successors, assigns and nominees, to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

4. Further Assurances. Assignor agrees to take such further action and to execute such documents as Assignee may request to effect or confirm the conveyance to Assignee of the Assigned Patents and any improvements thereunder.

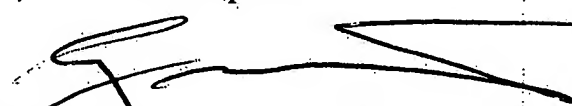
5. Miscellaneous. This Assignment shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California without regard to conflicts of laws provisions thereof. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment is binding on and shall inure to the benefit of the respective heirs, successors, nominees and/or assigns of the parties. This Assignment is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has executed this instrument effective the date first written above.

"ASSIGNOR"

ADVANCED ENGINE MANAGEMENT,
INC., a California corporation

By: 
Name: Gregory Neuwirth
Its: President

STATE OF CALIFORNIA)

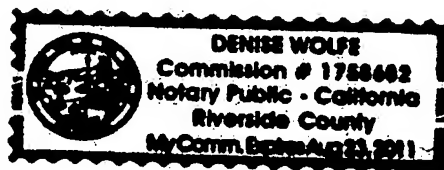
COUNTY OF RIVERSIDE)

SS.

On February 27, 2009, before me, DENISE WOLFE, a Notary Public, personally appeared Gregory Neuwirth, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public





2009 APR 30 PM 4:05

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re U.S. Patent No. 6,959,679

Application No.: 10/678,278

Issued: November 1, 2005

For: Air Intake Device For Internal Combustion Engine

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Loss of Entitlement to Small Entity Status

The new owner of U.S. Patent No. 6,959,679 is not entitled to claim Small Entity Status. The status change resulted from an assignment of the patent dated February 27, 2009. A copy of that assignment is attached. It is therefore respectfully requested that the status of this patent in the U.S. Patent Office records be changed to Large Entity. On April 27, 2009, the maintenance fee for this patent was paid; but the Small Entity amount was inadvertently paid. The fee difference is being paid concurrently herewith.

Dated: April 28, 2009

Respectfully submitted,

By: John P. Moran

John P. Moran

Registration No.: 30,906

Holland & Knight LLP

2099 Pennsylvania Avenue, N.W. – Suite 100

Washington, DC 20006-6801

(202) 828-1848 - Telephone

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3. **Authorization of Patent and Trademark Office to Record.** Assignor further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee, and its successors, assigns and nominees, to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

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[Signature page follows.]

2009 APR 30 PM 4:35

IN WITNESS WHEREOF, Assignor has executed this instrument effective the date first written above.

"ASSIGNOR"

**ADVANCED ENGINE MANAGEMENT,
INC., a California corporation**

By: _____

Name: Gregory Neuwirth

Its: President

STATE OF CALIFORNIA)

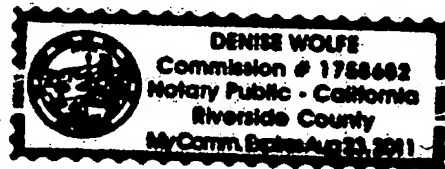
COUNTY OF RIVERSIDE)

SS.

On February 27, 2009, before me, DENISE WOLFE, a Notary Public, personally appeared Gregory Neuwirth, ~~personally known to me~~ or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Denise Wolfe
Notary Public



QUALITY IS OUR PRIORITY FOR LUCKBOX 9/30/0
SEQ# 002 \$ 0000049000 BA# 3 05-07-09 20 3



HOLLAND & KNIGHT LLP 2059 PENNSYLVANIA AVENUE N.W. STE 100 WASHINGTON, DC 20009 (813) 901-4198		VOID AFTER 180 DAYS U.S. FUNDS	80 800000053
P FOUR HUNDRED NINETY AND 00/100		DATE 04/28/09	AMOUNT \$490.00
TO THE ORDER OF Director of the United States Patent & Trademark Office P.O. Box 1451 Alexandria, VA 22313-1451		TWO SIGNATURES REQUIRED ON CHECKS OVER \$5,000	

800000053 0531021521000084718690 *0000049000*